

## **REQUEST FOR QUOTATION (RFQ):**

### **Courthouse Facility Guidelines Manual**

<b>Event</b>	<b>Date</b>	<b>Time</b>
<b>Bidder's Confidentiality Agreement Due Date</b> (Refer to <a href="#">RFQ Section 1.3.1</a> for more information.)	4/2/21	2:00 PM
<b>Bidder's Electronic Question Due Date</b> (Refer to <a href="#">RFQ Section 1.3.2</a> for more information.)	4/9/21	2 :00 PM
<b>Quotation Submission Date</b> (Refer to <a href="#">RFQ Section 1.3.3</a> for more information.)	4/23/21	2:00 PM

Dates are subject to change. All changes will be reflected in Addenda to the RFQ and will be e-mailed to RFQ Bidder's.

RFQ Issued By

New Jersey Judiciary  
25 West Market St 8-N  
PO Box 985  
Trenton, New Jersey 08625-0985

Date: 3/29/21

## **1.0 INFORMATION FOR BIDDERS**

**NOTICE: The Bidder is advised to thoroughly read all sections and follow all instructions contained in this Request for Quote (RFQ) before preparing and submitting its Quote.**

Bidders must comply with the State of New Jersey's eProcurement system, **NJSTART** ([www.njstart.gov](http://www.njstart.gov)). The awarded Bidders are advised to read through all Quick Reference Guides (QRGs) located on the [NJSTART Vendor Support Page](http://www.njstart.gov) <https://www.state.nj.us/treasury/purchase/njstart/vendor.shtml> for information.

### **1.1 PURPOSE AND INTENT**

This RFQ is issued by the NJ Judiciary, Administrative Office of the Courts (AOC), Financial Services Division, Purchase and Property Unit, hereafter referred to as the Issuing Office, on behalf of Support Services. The Issuing Office is the sole point of contact in the Judiciary for the purpose of this RFQ. The purpose of this RFQ is to solicit Quotes to update the Courthouse Facility Guidelines.

The intent of this RFQ is to award a contract to a Bidder who's Quote, conforming to this RFQ are most advantageous to the State, price and other factors considered.

### **1.2 BACKGROUND**

The current Courthouse Facility Guidelines was created in January 2009. These Guidelines are required to assist with creating statewide design standards for the renovation and construction of NJ Judiciary's court facilities.

### **1.3 DUE DATES**

#### **1.3.1 SUBMISSION OF CONFIDENTIALITY AGREEMENT**

The Confidentiality Agreement (Attachment C) submission due date relating to this RFQ is indicated on the cover sheet. You must read Non-Disclosure Letter (Attachment B). A signed Confidentiality Agreement is required for the Bidder to receive a current electronic version of the Courthouse Facility Guidelines book (Exhibit A).

The Confidentiality Agreement should be received by the Purchase and Property Unit electronically to: [AOCRFPQ.Mailbox@njcourts.gov](mailto:AOCRFPQ.Mailbox@njcourts.gov)

**Subject line: RFQ Courthouse Facility Guidelines**

#### **1.3.2 ELECTRONIC QUESTION AND ANSWER PERIOD**

The Judiciary will electronically accept questions and inquiries from all potential Bidders.

- A. Questions should be directly tied to the RFQ and asked in consecutive order, from beginning to end, following the organization of the RFQ; and
- B. Each question should begin by referencing the RFQ page number and section number to which it relates.

A Bidder shall submit questions electronically to [AOCRFAQ.Mailbox@njcourts.gov](mailto:AOCRFAQ.Mailbox@njcourts.gov). The Judiciary will not accept any questions in person or by telephone concerning this RFQ.

**Subject line: RFQ Courthouse Facility Guidelines**

The cut-off date for electronic questions and inquiries relating to this RFQ is indicated on the RFQ cover sheet. In the event that questions are posed by Bidders, answers to such questions will be issued by Addendum. Any Addendum to this RFQ will become part of this RFQ and part of any Contract awarded as a result of this RFQ.

**1.3.1 SUBMISSION OF QUOTES**

The quote submission due date relating to this RFQ is indicated on the cover sheet.

In order to be considered for award, the quotation should be received by the Purchase and Property Unit electronically to: [AOCRFAQ.Mailbox@njcourts.gov](mailto:AOCRFAQ.Mailbox@njcourts.gov)

**Subject line: RFQ Courthouse Facility Guidelines**

ANY QUOTATION NOT RECEIVED ON TIME AT THE LOCATION INDICATED ABOVE MAY BE REJECTED. THE DATE AND TIME IS INDICATED ON THE COVER SHEET.

**1.4 ELECTRONIC SIGNATURES**

Bidders submitting Quotes electronically may sign the forms required with the Quote, or required before Contract award, by electronically by typing the name of the authorized signatory in the "Signature" block as an alternative to downloading, physically signing the form, scanning the form, and uploading the form.

**2.0 CONTRACT-SPECIFIC DEFINITIONS**

**All-Inclusive Hourly Rate / Price** – An hourly rate/price comprised of all direct and indirect costs including, but not limited to; labor costs, overhead, fee or profit, clerical support, travel expenses, per diem, safety equipment, materials, supplies, managerial support and all documents, forms, and reproductions thereof. This rate also includes portal-to-portal expenses as well as per diem expenses such as food.

**Addendum** – Written clarification or revision to this RFQ issued by the Judiciary. Bid Amendments, if any, will be issued prior to Quote opening due date.

**Amendment** – A change in the scope of work to be performed by the Contractor. An amendment is not effective until it is signed by the Chief, Judiciary Purchase and Property Unit.

**AOC** – Administrative Office of the Courts. Also known as the New Jersey Judiciary.

**Bidder** – An entity offering a Quote in response to the Judiciary’s RFQ.

**BRC** – Business Registration Certificate

**Business Day** - Any weekday, excluding Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Calendar Day** – Any day, including Saturdays, Sundays, State legal holidays, and State-mandated closings unless otherwise indicated.

**Change Order** – An amendment, alteration or modification of the terms of a Contract between the State and the Contractor(s). A Change Order is not effective until it is signed and approved in writing by the Director or Deputy Director, Division of Purchase and Property.

**Chief**- Chief, Judiciary Purchase and Property Unit.

**Contract** – The Contract consists of the State of NJ Standard Terms and Conditions (SSTC), the RFQ, the responsive Quote submitted by a responsible Bidder as accepted by the State, the notice of award, any subsequent written document memorializing the agreement, any modifications to any of these documents approved by the State and any attachments, Bid Amendment or other supporting documents, or post-award documents including Change Orders agreed to by the State and the Contractor, in writing.

**Contractor** – The Bidder awarded a Contract resulting from this RFQ.

**Days After Receipt of Order (ARO)** - The number of calendar days ‘After Receipt of Order’ in which the Judiciary will receive the ordered materials and/or services.

**DCA** – State of NJ – Division of Consumer Affairs

**Discount** - The standard price reduction applied by the Bidder / Contractor to all items.

**Evaluation Committee** – A committee established, or Judiciary staff member assigned by the Director to review and evaluate Quotes submitted in response to this RFQ and recommend a Contract award to the Director.

**Firm Fixed Price** – A price that is all-inclusive of direct cost and indirect costs, including, but not limited to, direct labor costs, overhead, fee or profit, clerical support, equipment, materials, supplies, managerial (administrative) support, all documents, reports, forms, travel, reproduction and any other costs.

**Joint Venture** – A business undertaking by two or more entities to share risk and responsibility for a specific project.

**Judiciary** – The New Jersey Judiciary.

**Judiciary Contract Manager** – The individual responsible for the overall management and administration of the contract.

**Judiciary Project Manager** - The individual responsible for the approval of work elements in the Scope of Work.

**May** – Denotes that which is permissible or recommended, not mandatory.

**Must** – Denotes that which is a mandatory requirement.

**No Bid** – The Bidder is not submitting a price Quote for an item on a price line.

**No Charge** – The Bidder will supply an item on a price line free of charge.

**NCP** – Non-Custodial Parent

**Project** – The undertakings or services that are the subject of this RFQ.

**Project Change Request (PCR)** – The vehicle for communicating changes.

**Quote** – Bidder's timely response to the RFQ including, but not limited to, technical Quote, price Quote, and any licenses, forms, certifications, or other documentation required by the RFQ.

**Request for Quotes (RFQ)** – This series of documents, which establish the bidding and contract requirements and solicits Quotes to meet the needs of the Judiciary as identified herein, and includes the RFQ, State of NJ Standard Terms and Conditions, price schedule, attachments, and Bid Amendments.

**Shall** – Denotes that which is a mandatory requirement.

**Should** – Denotes that which is permissible or recommended, not mandatory.

**State** – The State of New Jersey.

**State Contract Manager (SCM)** – The individual, as set forth in Section 8.0, responsible for the approval of all deliverables, i.e., tasks, sub-tasks or other work elements in the Scope of Work. The SCM cannot direct or approve a Change Order.

**Subtasks** – Detailed activities that comprise the actual performance of a task.

**Subcontractor** – An entity having an arrangement with a Contractor, whereby the Contractor uses the products and/or services of that entity to fulfill some of its obligations under its State Contract, while retaining full responsibility for the performance of all the Contractor's obligations under the Contract, including payment to the Subcontractor. The Subcontractor has no legal relationship with the State, only with the Contractor.

**Task** – A discrete unit of work to be performed.

**Unit Cost** – All-inclusive, firm fixed price charged by the Bidder for a single unit identified on a price line.

### **3.0 SCOPE OF WORK**

The Contractor shall produce and update/enhance the existing New Jersey Judiciary's Courthouse Facilities Guidelines manual (Guidelines). The current Guidelines will be provided electronically as Exhibit A upon receipt of signed Confidentiality Agreement.

### **3.1 GENERAL REQUIREMENTS**

The Contractor shall meet with various Judiciary stakeholders located in court-facilities throughout the State to update and enhance the Guidelines accurately. Areas to be discussed are:

- Introduction of the general guidelines including but not limited to objectives, methodology and report organization,
- NJ Court System including but not limited to history and statutes, NJ Court Structure including Supreme Court, Appellate Division, Superior Court Tax Court and Municipal Courts,
- Review and update the following Phases listed below:
  - Phase 1 Planning and Programming, Conduct Assessment of Existing Facilities, Collect Useful Data for determining Future Growth, Compile List of Things Not in Present Facility, set ground Rules for Partnership
  - Phase 2 Design,
  - Phase 3 Bidding,
  - Phase 4 Construction
  - Phase 5 Occupancy
- Building Design Objectives including but not limited to Historic Context and Preservation, Image, Location, Lighting, Heating, Ventilating and Air Conditioning, Electrical, Expansion, Flexibility, Parking, Building Code Compliance, Entry, Barrier Free Access, Public Information and Signage, Circulation, Security, Energy Efficiency, and Acoustics,
- Security including but not limited to General Security Conditions, Security Zones, Exterior Zones, Perimeter Zone, Interior Zone, Public Circulation Pattern, Restricted Circulation Pattern, Secure Circulation Pattern, Courtrooms ,Hearing rooms, Judges' Chambers, Service Counters and Reception areas, Public Areas of the Courthouse, Sheriff's Control Center, Prisoner Holding and Transport, and the Court Floor Holding Areas,
- Technology including courtroom wiring and technology
- Specific Courthouse Elements including but not limited to Overview, Courtrooms and Hearing Rooms, Components, Circulation Patterns, Vision Sightlines and Elevations, Adjacency Requirements, Acoustics, Furnishings, Scale and Shape, Courtroom Security, Environmental Controls, Lighting, Equipment and Systems, Flexibility, Handicapped Accessibility, witness Waiting Rooms, jury Rooms, Prisoner Holding and Circulation, Attorney-Client Conference Rooms. Judges and Staff, Judge's Chambers, Judge's Secretarial Areas, Law clerk Areas, Non-Judicial Staff, Court Administration, Civil Division, Criminal Division, Family Division, Finance Division, Human Resources Division, Information technology Division, Municipal division, Operations Division-Jury Assembly-Grand jury-Jury Management, Probation Division, Common Staff Areas-Conference and Training Rooms-Supply Rooms-Kitchenette,
- Building Support Areas, Judiciary Spaces-Drug Screening-Central Records and Storage-Law Library/Litigant Services, Non-Judiciary Spaces-Sheriff's Department Security Office-Attorney Workroom-Maintenance/Building Services-Mechanical/Electrical Rooms-Janitor Closets-Loading Dock-Cafeteria,
- Appendices including but not limited to funding Options, Bibliography, Committee Membership, Tables and Courthouse Facilities Checklist.
- Book size is 8.5 inches wide x 11 inches in height. Text shall be in standard black with color photos. Binding shall be spiral. Book shall include a table of contents and the pages must be numbered.

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### **3.2 MILESTONES**

- Milestone 1: Contractor shall plan and host a remote Project Kick-off Meeting to discuss the projected timeline and how the Milestones will be met.
- Milestone 2: Contractor shall provide a draft electronic copy in Microsoft Word format of the Court House Facility Guidelines for review and comment by the Courthouse Construction Review Team (CCRT) committee and other judiciary stakeholders.
- Milestone 3: Contractor shall make updates to the draft manual based on CCRT committee comments and revisions. Contractor shall provide a second electronic copy for review based on any additional updates before final deliverable.
- Milestone 4: The Contractor Shall provide a hardcopy of the final New Jersey Courthouse Facility Guidelines book. Book size is 8.5 inches wide x 11 inches in height. Text shall be in standard black with color photos. Binding shall be spiral.. Book shall include a table of contents and the pages must be numbered.
- Milestone 5: The Contractor shall provide a final electronic copy in the following formats: Microsoft PUBLISHER and Adobe PDF.

*Note: The Judiciary's Office of Communications shall review and approve all proposed photos, graphics and other content as necessary prior to final deliverable.*

## **4.0 QUOTATION PREPARATION AND SUBMISSION**

### **4.1 GENERAL**

Quotations including supplemental terms and conditions may be accepted, but supplemental terms or conditions that conflict with those contained in this RFQ or the State's NJ Standard Terms and Conditions, as may be amended by addenda, or that diminish the Judiciary's rights under any contract resulting from the RFQ will be considered null and void.

The Bidder is advised to thoroughly read and follow all instructions contained in this RFQ, in preparing and submitting its quotation.

### **4.4 QUOTATION CONTENT**

The quotation must be submitted as indicated below.

1. Technical Quote Proposal  
In this section, the Bidder shall describe its approach and plans for accomplishing the work and experience in successfully completing contracts of a similar size and scope outlined in the Scope of Work section, i.e., Section 3.0. The Bidder must set forth its understanding of the requirements of the RFQ and its ability to successfully complete the work. The Bidder should include the level of detail it determines necessary to assist the evaluation committee in its review of the Bidders Quote Proposal.
2. Resume(s)  
The Bidder must submit resume(s) for all key personnel.
3. Forms (Section 4.4.1 – Section 4.4.10)  
Failure to comply may result in rejection of the quotation.
4. Price Sheet (See Section 4.5)  
The Bidder must submit its' pricing for services using the format set forth in the Price Sheet, Attachment A.
5. NJ Start Compliant (Section 4.6)  
Bidders must comply with the State of New Jersey's eProcurement system
6. Bidder must submit timelines to complete each Milestone (See Section 3.2).

#### **4.4.1 NJ STANDARD TERMS AND CONDITIONS**

Please read the NJ Standard Terms and Conditions, REV dated: 11/12/20, and complete the last page with your Signature, Name, Title, Company Name, and Date.

<https://www.state.nj.us/treasury/purchase/forms/StandardTermsandConditions.pdf>

#### **4.4.2 OWNERSHIP DISCLOSURE FORM**

In the event the Bidder is a corporation, partnership or sole proprietorship, the Bidder must complete the Ownership Disclosure Form. A current completed Ownership Disclosure Form must be received prior to or accompany the quotation. **Failure to do so will preclude the award of a contract.**



<https://www.state.nj.us/treasury/purchase/forms/OwnershipDisclosure.pdf>

#### **4.4.3 DISCLOSURE OF INVESTIGATIONS/ACTIONS INVOLVING BIDDER**

The Bidder shall provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. The Bidder shall use Disclosure of Investigations and Actions Involving Bidder form for this purpose.

<https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestigations.pdf>

#### **4.4.4 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM**

Pursuant to N.J.S.A. 52:32-58, the Bidder must certify that neither the Bidder, nor one of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities.

<https://www.state.nj.us/treasury/purchase/forms/DisclosureofInvestmentActivitiesinIran.pdf>

#### **4.4.5 MACBRIDE PRINCIPLES CERTIFICATION**

It is required to complete the attached MacBride Principles Certification evidencing compliance with the MacBride Principles. The requirement is a precondition to entering into a contract.

<https://www.state.nj.us/treasury/purchase/forms/MacBridePrinciples.pdf>

#### **4.4.6 INSURANCE REQUIREMENTS**

The Bidder shall provide a copy of the Acord Form according to the NJ Standard Terms and Conditions, REV dated: 11/12/20. Those who do not have a Acord Form, must provide proof of insurance according to the NJ Standard Terms and Conditions, REV dated: 10/21/19. The Bidder must advise in the quotation if the insurance requirements do not meet the NJ Standard Terms and Conditions, REV dated: 11/12/20. It is up to the Judiciary's discretion if they will be accepted.

#### **4.4.7 BUSINESS REGISTRATION**

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of Treasury, Division of Revenue prior to the award of a contract. To facilitate the quotation evaluation and contract award process, the Bidder should submit a copy of its valid BRC and those of any named subcontractors with its quotation.

The Bidder may register with the Division of Revenue, obtain a copy of an existing BRC or obtain information necessary to seek re-instatement of a revoked BRC online at:

<https://www.njportal.com/DOR/BusinessRegistration/>

A Bidder receiving a contract award as a result of this procurement and any subcontractors named by that Bidder will be required to maintain a valid business registration with the Division of Revenue for the duration of the executed contract, inclusive of any contract extensions.

#### **4.4.8 SERVICES SOURCE DISCLOSURE FORM**

Pursuant to N.J.S.A. 52:34-13.2, the Bidder is required to submit with its quotation a completed Source Disclosure Form.  
<https://www.state.nj.us/treasury/purchase/forms/SourceDisclosureCertification.pdf>

#### **4.4.9 AFFIRMATIVE ACTION**

The intended awardee must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. Intended awardee(s) not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval must complete the Affirmative Action Employee Information Report (AA-302) located on the web at:

[https://www.nj.gov/treasury/purchase/forms/AA\\_Supplement.pdf](https://www.nj.gov/treasury/purchase/forms/AA_Supplement.pdf)

#### **4.5 PRICE SHEET**

The Bidder must submit its pricing using the format set forth in the Price Sheet (Attachment A).

All fields should be completed on the Price Sheet. The Judiciary does not pay for travel and living expenses. The prices must be all-inclusive.

The Price Sheet cannot be revised once submitted.

#### **4.6 NJ START**

Bidders must comply with the State of New Jersey's eProcurement system, **NJSTART** ([www.njstart.gov](http://www.njstart.gov)). The awarded Bidders are advised to read through all Quick Reference Guides (QRGs) located on the [NJSTART Vendor Support Page](#) for information.

Bidders should upload the following forms into the NJSTART eProcurement system Bidder profile.

- NJ Standard Terms and Conditions
- Ownership Disclosure
- Disclosure of Investigations / Actions Involving Bidder
- Disclosure of Investment Activities in Iran
- Macbride Principals
- Business Registration Certificate
- Services Source Disclosure
- Affirmative Action Certificate
- ACORD Insurance Form



## **5.0 SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

### **5.1 PRECEDENCE OF SPECIAL CONTRACTUAL TERMS AND CONDITIONS**

This contract, and the entire agreement between the parties, as a result of this RFQ shall consist of this RFQ, SSTC, RFQ Amendment(s) to this RFQ, the Vendor's {Contractor's} Quotation, any Best and Final Offer, and the PO.

In the event of a conflict in the terms and conditions among the documents comprising this contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking, shall be:

- A. The State of NJ Standard Terms and Conditions (SSTC) accompanying this RFQ;
- B. All remaining sections of the RFQ, as may be amended by Amendment;
- C. The Vendor's {Contractor's} final submitted Best and Final Offer; and
- C. The Vendor's {Contractor's} Quotation as accepted by the State.

### **5.2 CONTRACT TERM**

The term of the contract shall be for a period of (1) one year. The contract may be extended up to (1) one year by the mutual written consent of the Contractor and the Issuing Office at the same terms, conditions, and pricing at the rates in effect in the last year of the contract or rates more favorable to the State.

### **5.3 CONTRACT AMENDMENT**

Any changes or modifications to the terms of the contract shall be valid only when they have been reduced to writing and signed by the Contractor and the Issuing Office.

### **5.4 CONTRACTOR RESPONSIBILITIES**

The language in this section is supplemental to, and in no way supersedes, NJ Standard Terms and Conditions Dated 11/12/

The Contractor shall have sole responsibility for the complete effort specified in the contract. Payment will be made only to the Contractor. The Contractor shall have sole responsibility for all payments due any subcontractor.

The Contractor is responsible for the professional quality, technical accuracy and timely completion and submission of all deliverables, services or commodities required to be provided under the contract. The Contractor shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in its deliverables and other services. The approval of deliverables furnished under this contract shall not in any way relieve the Contractor of responsibility for the technical adequacy of its work. The review, approval, acceptance or payment for any of the services shall not be construed as a waiver of any rights that the Judiciary may have arising out of the Contractor's performance of this contract.

### **5.5 SUBSTITUTION OF STAFF**

The Contractor shall forward a request to substitute staff to the Judiciary Contract Manager for consideration and approval. No substitute personnel are authorized to begin work until the Contractor has received written approval to proceed from the Judiciary Contract Manager. If it becomes necessary for the Contractor to substitute any management, supervisory or key personnel, the contractor shall identify the substitute personnel and the work to be performed. The contractor must provide detailed justification documenting the necessity for the substitution. Valid licenses and professional resumes must be submitted evidencing that the individual(s) proposed as substitute(s) have qualifications and experience equal to or better than the individual(s) originally proposed or currently assigned.

## **5.6 OWNERSHIP OF MATERIAL**

Ownership of all material and documentation originated and prepared for the Judiciary pursuant to this contract, shall belong exclusively to the State of New Jersey Judiciary.

## **5.7 SECURITY AND CONFIDENTIALITY**

### **5.7.1 DATA CONFIDENTIALITY**

The language in this section is supplemental to, and in no way supersedes, NJ Standard Terms and Conditions dated 11/12/20.

All financial, statistical, personnel, customer and/or technical data supplied by the Judiciary to the contractor are confidential. The Contractor must secure all data from manipulation, sabotage, theft or breach of confidentiality. The Contractor is prohibited from releasing any financial, statistical, personnel, customer and/or technical data supplied by the Judiciary that is deemed confidential. Any use, sale, or offering of this data in any form by the contractor, or any individual or entity in the Contractor's charge or employ, will be considered a violation of this contract and may result in contract termination and the contractor's suspension or debarment from State contracting. In addition, such conduct may be reported to the State Attorney General for possible criminal prosecution.

The Contractor shall assume total financial liability incurred by the Contractor associated with any breach of confidentiality.

The Contractor and all project staff including its subcontractor(s) must complete and sign confidentiality and non-disclosure agreements -Attachment C, provided by the Judiciary and require all staff to view yearly security awareness and confidentiality training modules provided by the contractor. It shall be the Contractor's responsibility to ensure that any new staff sign the confidentiality agreement and complete the security awareness and confidentiality training modules within one month of the employees' start date.

### **5.7.2 DATA BREACH**

Unauthorized Release Notification: The Contractor shall comply with all applicable State and Federal laws that require the notification of individuals in the event of unauthorized release of personally identifiable information or other event requiring notification. In the event of a breach of any of the Contractor's security obligations or other event requiring notification under applicable law ("Notification Event"), the Contractor shall assume responsibility for informing the Judiciary Contract Manager and all such individuals in accordance with applicable law and to indemnify, hold harmless and defend the State of New Jersey, its officials, and employees from and against any claims, damages, or other harm related to such Notification Event.

### **5.7.3 NEWS RELEASES**

The Contractor is not permitted to issue news releases pertaining to any aspect of the services being provided under this contract without the prior written consent of the Judiciary.

#### **5.7.4 ADVERTISING**

The Contractor shall not use the Judiciary's name, logos, images, or any data or results arising from this contract as a part of any commercial advertising without first obtaining the prior written consent of the Issuing Office.

#### **5.7.5 LICENSES AND PERMITS**

The Contractor shall obtain and maintain in full force and affect all required licenses, permits, and authorizations necessary to perform this contract. The Contractor shall supply the Judiciary Contract Manager with evidence of all such licenses, permits and authorizations. This evidence shall be submitted subsequent to the contract award. All costs associated with any such licenses, permits and authorizations must be considered by the Bidder in its quotation.

#### **5.8 CLAIMS AND REMEDIES**

##### **5.8.1 CLAIMS**

All claims asserted against the Judiciary by the Contractor shall be subject to the New Jersey Tort Claims Act, N.J.S.A. 59:1-1, et seq., and/or the New Jersey Contractual Liability Act, N.J.S.A. 59:13-1, et seq.

##### **5.8.2 REMEDIES**

Nothing in the contract shall be construed to be a waiver by the Judiciary of any warranty, expressed or implied, of any remedy at law or equity, except as specifically and expressly stated in a writing executed by the Chief. Remedies for failure to comply with material contract requirements.

In the event that the contractor fails to comply with any material contract requirements, the Issuing Office may take steps to terminate the contract in accordance with NJ Standard Terms and Conditions dated 11/12/20, authorize the delivery of contract items by any available means, with the difference between the price paid and the defaulting contractor's price either being deducted from any monies due the defaulting contractor or being an obligation owed the Judiciary by the defaulting contractor as provided for in the State Administrative Code, or take any other action or seek any other remedies available at law or in equity.

#### **5.9 LATE DELIVERY**

The Contractor must immediately advise the Judiciary Contract Manager of any circumstance or event that could result in late completion of any task or subtask called for to be completed on a date certain.

#### **5.10 JUDICIARY'S OPTION TO REDUCE SCOPE OF WORK**

The Judiciary has the option, in its sole discretion, to reduce the scope of work for any task or subtask called for under this contract. In such an event, the Issuing Office, shall provide advance written notice to the Contractor.

Upon receipt of such written notice, the Contractor will submit, within five (5) working days to the

Judiciary Contract Manager, an itemization of the work effort already completed by task or subtask. The Contractor shall be compensated for such work effort according to the applicable portions of its price schedule.

#### **5.11 ADDITIONAL WORK AND/OR SPECIAL PROJECTS**

The Contractor shall not begin performing any additional work or special projects without first obtaining written approval from the Judiciary Contract Manager, Judiciary Project Manager and the Issuing Office. In the event of additional work and/or special projects, the Contractor must present a written proposal to perform the additional work to the Judiciary Contract Manager and Judiciary Project Manager. The proposal should provide justification for the necessity of the additional work. The relationship between the additional work and the base contract work must be clearly established by the Contractor in its proposal.

The Contractor's written proposal must provide a detailed description of the work to be performed broken down by task and subtask. The proposal should also contain details on the level of effort, including hours, labor categories, etc., necessary to complete the additional work. The written proposal must detail the cost necessary to complete the additional work in a manner consistent with the contract. The written fee schedule must be based upon the hourly rates, unit costs or other cost elements submitted by the Contractor in the Contractor's original proposal submitted in response to this RFQ. Whenever possible, the fee schedule should be a firm, fixed cost to perform the required work. The firm fixed price should specifically reference and be tied directly to costs submitted by the Contractor in its original proposal. A payment schedule, tied to successful completion of tasks and subtasks, must be included.

Upon receipt and approval of the Contractor's written proposal, the Judiciary Contract Manager shall forward same to the Issuing Office for written approval. Complete documentation from the Judiciary Project Manager, confirming the need for the additional work, must be submitted.

No additional work and/or special project may commence without the Chief's written approval. In the event the Contractor proceeds with additional work and/or special projects without the Issuing Offices written approval, it shall be at the Contractor's sole risk. The Judiciary shall be under no obligation to pay for work performed without the Issuing Office written approval.

#### **5.12 FORM OF COMPENSATION AND PAYMENT**

The language in this section is supplemental to, and in no way supersedes, NJ Standard Terms and Conditions dated 11/12/20.

A State of New Jersey Purchase Order will be issued to the Contractor. Payment will be issued after the approved completion of each deliverable/milestone. Invoices must reference the Scope of Work section of the RFQ and must be in strict accordance with the firm, fixed prices submitted on the RFQ pricing sheets. When applicable, invoices should reference the appropriate RFQ price sheet line number from the Contractor's quotation. All invoices must be approved by the Judiciary Project Manager before payment will be authorized.

Payment will be in accordance with the NJ Prompt Payment Act.

Invoices must also be submitted for any special projects, additional work or other items properly authorized and satisfactorily completed under the contract. Invoices shall be submitted according to the payment schedule agreed upon when the work was authorized and approved. Payment can only be made for work when it has received all required written approvals and has been satisfactorily completed.

## **6.0 QUOTATION EVALUATION**

### **6.1 QUOTATION EVALUATION COMMITTEE**

Quotations may be evaluated by an Evaluation Committee. On occasion, the Evaluation Committee may choose to make use of the expertise of an outside consultant in an advisory role.

### **6.2 ORAL PRESENTATION AND/OR CLARIFICATION OF QUOTATION**

A Bidder may be required to give an oral presentation to the Evaluation Committee concerning its quotation. The Evaluation Committee may also require a Bidder to submit written responses to questions regarding its quotation.

The Purchase and Property Unit buyer will be the sole point of contact regarding any request for an oral presentation or clarification.

### **6.3 EVALUATION CRITERIA**

The following evaluation criteria categories, not necessarily listed in order of significance, will be used to evaluate quotations received in response to this RFQ. The evaluation criteria categories may be used to develop more detailed evaluation criteria to be used in the evaluation process.

#### **6.3.1 TECHNICAL EVALUATION CRITERIA**

- a. Personnel: The qualifications and experience of the respondent's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- b. Experience of firm: The respondent's documented experience in successfully completing contracts of a similar size and scope in relation to the work required by this RFQ. The qualifications and experience of the respondent's management, supervisory, and key personnel assigned to the contract, including the candidates recommended for each of the positions/roles required.
- c. Ability of firm to complete the Scope of Work based on its Technical Proposal: The overall ability of the respondent to undertake and successfully complete the technical requirements of the contract in a timely manner.

### **6.4 QUOTATION DISCREPANCIES**

In evaluating discrepancies between words and figures will be resolved in favor of words. Discrepancies between unit prices and totals of unit prices will be resolved in favor of unit prices. Discrepancies in the multiplication of units of work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated total of multiplied unit prices and units of work and the actual total will be resolved in favor of the actual total. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the corrected sum of the column of figures.



## **6.5 NEGOTIATION AND BEST AND FINAL OFFER (BAFO)**

The Judiciary may request the Bidder(s) to submit their best and final offer. The Judiciary may not contact all Bidders to negotiate and/or to submit a BAFO. In response to the Judiciary's request for a BAFO, Bidders may submit a revised price quotation that is equal to or lower in price than their original submission but must continue to satisfy all mandatory requirements.

## **7.0 CONTRACT AWARD**

### **7.1 FINAL CONTRACT AWARD**

The contract award shall be made with reasonable promptness by written notice to that responsive and responsible Bidder, whose quotation, conforming to this RFQ, is most advantageous to the Judiciary, price, and other factors considered. Any or all quotations may be rejected when the Issuing Office determines that it is in the public interest to do so.

## **8.0 CONTRACT ADMINISTRATION**

### **8.1 CONTRACT MANAGER**

The Judiciary Contract Manager is the Judiciary employee responsible for the overall management and administration of the contract.

The Judiciary Contract Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the Judiciary Contract Manager's name, department, division, unit, address, telephone number, fax phone number, and email address.

#### **8.1.1 COORDINATION WITH THE JUDICIARY CONTRACT MANAGER**

Any contract user that is unable to resolve disputes with a Contractor shall refer those disputes to the Judiciary Contract Manager for resolution. Any questions related to performance of the work of the contract by contract users shall be directed to the Judiciary Contract Manager. The Contractor may contact the Judiciary Contract Manager if the Contractor cannot resolve a dispute with contract users.

### **8.2 PROJECT MANAGER**

The Judiciary Project Manager is the Judiciary employee responsible for the day to day project management and approval of work elements in the Scope of Work.

The Judiciary Project Manager for this project will be identified at the time of execution of contract. At that time, the Contractor will be provided with the Judiciary Project Manager's name, department, division, unit, address, telephone number, fax phone number, and email address.